

<b>1 FROM (COMPANY NAME)</b> OIL GAS & MINING		
ADDRESS STE 350 3 TRIAD		
CITY SALT LAKE CITY	STATE UT	ZIP CODE (REQUIRED) 84180
SENT BY (NAME/DEPT.) Holland Shepherd		PHONE 538-5340

<b>2 TO (COMPANY NAME)</b> S & S MINING		
ADDRESS P O Box 414		
CITY Moab	STATE UT	ZIP CODE (REQUIRED) 84532
ATTN: (NAME/DEPT.) Clayton Stocks		PHONE 259-2915

DESCRIPTION M/037/050 Reclamation Contract - Red Rock Mine		
<b>VALUE</b> <input type="checkbox"/> DECLARED VALUE OR <input type="checkbox"/> FULL INSURANCE \$ .	SHIPMENT VALUATION	PREPRINT FORMAT NO. 1710944

<b>3 SENDER SIGNATURE</b> 10/2/89	DATE 10/2/89	AIRBORNE SIGNATURE
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ORIGIN SLC	AIRBILL NUMBER 671482
<b>4 CUSTOMER AIRBORNE EXPRESS ACCOUNT NUMBERS</b>	
SENDER 37762079	
RECEIVER	

<b>5 METHOD OF PAYMENT</b> (ASSUMED SENDER UNLESS OTHERWISE NOTED)	
<input type="checkbox"/> BILL SENDER	<input type="checkbox"/> BILL RECEIVER
AIRBORNE ACCOUNT NO.	
<input type="checkbox"/> BILL 3 <sup>rd</sup> PARTY	CHECK NO. / AMOUNT
<input type="checkbox"/> PAID IN ADVANCE	

BILLING REFERENCE (WILL APPEAR ON INVOICE)

<b>6 NO. OF PACKAGES</b> 1	<b>WEIGHT (LBS.)</b> 42	<b>7 CHECK IF</b> <input checked="" type="checkbox"/> LETTER EXPRESS
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SPECIAL INSTRUCTIONS		
<input type="checkbox"/> SATURDAY DELIVERY	<input type="checkbox"/> HOLD AT AIRBORNE EXPRESS	<input type="checkbox"/>
Subject to terms ON REVERSE SIDE OF SENDER'S COPY		

<b>COD</b> \$ .	DATE 10/2	TIME 1653	ROUTE D711
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<b>AIRBORNE EXPRESS</b>	
EXECUTIVE OFFICES P.O. BOX 662, SEATTLE, WA 98111	
THANK YOU FOR SHIPPING WITH AIRBORNE EXPRESS!	
	
USE THIS AIRBILL FOR SHIPMENTS WITHIN THE U.S. & TO AND FROM PUERTO RICO. ABSENT A HIGHER SHIPMENT VALUATION, CARRIER'S LIABILITY IS LIMITED TO \$9.07 PER POUND PER PIECE. SPECIAL OR CONSEQUENTIAL DAMAGES ARE NOT RECOVERABLE. SEE TERMS AND CONDITIONS ON REVERSE SIDE OF THIS NON-NEGOTIABLE AIRBILL.	
SCAC AIRB	FED ID NO. 91-0837469
DROP OFF LOCATION AIRBORNE DROP BOX No. <input type="checkbox"/> TERMINAL <input type="checkbox"/>	

SENDER'S COPY

## TERMS AND CONDITIONS

### DEFINITIONS

WHEN THE TERMS WE, OUR AND US ARE USED ON THIS AIRBILL, IT REFERS TO AIRBORNE EXPRESS, ITS EMPLOYEES AND AGENTS. WHEN YOU AND YOUR ARE USED, IT REFERS TO THE SENDER, ITS EMPLOYEES AND AGENTS.

### TERMS OF AGREEMENT

WHEN YOU GIVE US YOUR SHIPMENT TO DELIVER, YOU AGREE TO ALL THE TERMS IN THIS NON-NEGOTIABLE AIRBILL, AND IN OUR CURRENT TARIFFS AND SERVICE GUIDE, WHICH ARE AVAILABLE ON REQUEST. IF AT THE TIME OF SHIPMENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS STATED IN THIS AIRBILL AND OUR CURRENT TARIFFS, THE PROVISIONS IN THE TARIFF WILL PREVAIL. THE TERMS AND CONDITIONS OF THE TARIFFS ARE MADE A PART OF THIS AGREEMENT AND NO ONE IS AUTHORIZED TO ALTER OR MODIFY THOSE TERMS.

### RESPONSIBILITY FOR PACKAGING AND COMPLETING AIRBILL

YOU ARE RESPONSIBLE FOR ADEQUATELY PACKING THIS SHIPMENT AND FOR ACCURATELY COMPLETING THIS AIRBILL. ANY ERRORS MAY RESULT IN A REBILLING BY US TO YOU.

### LIMIT OF LIABILITY

UNLESS YOU DECLARE A HIGHER SHIPMENT VALUATION AND PAY THE FEE, OUR LIMIT OF LIABILITY IS THE LOWER OF THE FOLLOWING: (A) ACTUAL VALUE, (B) \$100 FOR A LETTER EXPRESS, (C) ALL OTHER SHIPMENTS, \$9.07 PER POUND PER PIECE WHEN LOST, DAMAGED OR OTHERWISE ADVERSELY AFFECTED.

YOU MAY ELECT TO DECLARE A HIGHER SHIPMENT VALUATION THAN \$9.07 PER POUND PER PIECE BY DESIGNATING ON THIS AIRBILL THE DECLARED SHIPMENT VALUATION AND PAYMENT OF THE FEE, SUBJECT TO THE FOLLOWING LIMITS: (A) \$500 ON A LETTER EXPRESS SHIPMENT, (B) \$5,000 ON A SHIPMENT LEFT IN A DEPOSIT STATION (DROP BOX) OTHER THAN LETTER EXPRESS, AND (C) \$24,999 ON ANY OTHER SHIPMENT. IF THE VALUE OF YOUR SHIPMENT IS \$25,000 OR MORE, THE TRANSPORTATION IS SUBJECT TO ADVANCE ARRANGEMENTS WITH US AND YOU MUST PURCHASE INSURANCE ON THE ENTIRE VALUE UP TO A MAXIMUM OF \$500,000 AND PAY THE PREMIUM.

IN ANY EVENT WE WILL NOT BE LIABLE FOR YOUR ACTS OR OMISSIONS, INCLUDING BUT NOT LIMITED TO INADEQUATE PACKING, SECURING, MARKING, OR ADDRESSING, OR FOR ACTS OR OMISSIONS OF THE RECEIVER OR ANY OTHER PARTY HAVING AN INTEREST IN THE SHIPMENT. WE WILL NOT BE LIABLE IF YOU OR THE RECEIVER VIOLATES ANY TERMS OF THIS AGREEMENT.

WE ALSO ARE NOT LIABLE FOR LOSS, DAMAGE OR DELAY CAUSED BY CIRCUMSTANCES OUTSIDE OF OUR CONTROL, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, PERILS OF THE AIR, WEATHER CONDITIONS, MECHANICAL AIRCRAFT FAILURES, ACTS OF PUBLIC ENEMIES, WAR, CIVIL COMMOCTIONS, OR ACTS OR OMISSIONS OF PUBLIC AUTHORITIES, SUCH AS CUSTOMS AND QUARANTINE OFFICIALS WHO HAVE ACTUAL OR APPARENT AUTHORITY.

WE ARE NOT LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF INCOME, WHETHER OR NOT WE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

### INSURANCE

TO OBTAIN YOUR PROTECTION BEYOND OUR LIABILITY, YOU MAY ELECT TO PURCHASE INSURANCE BY DESIGNATION ON THIS AIRBILL AND PAY THE PREMIUM. SUCH INSURANCE COVERAGE IS GOVERNED BY THE POLICY IN FORCE.

### FILING A CLAIM

ALL CLAIMS FOR REIMBURSEMENT MUST BE MADE IN WRITING TO US WITHIN SPECIFIC TIME PERIODS AFTER WE ACCEPT THE SHIPMENT AS FOLLOWS: (A) TWO HUNDRED FORTY (240) DAYS IF IT IS A LOSS OR DAMAGE CLAIM, (B) ONE (1) YEAR IF AN OVERCHARGE CLAIM AND (C) THIRTY (30) DAYS AFTER THE DATE OF THE AIRBILL IF A CLAIM FOR DELAY. IF THE RECEIVER HAS SIGNED A DELIVERY RECEIPT WITHOUT NOTATION OF DAMAGE OR LOSS, WE MUST ALSO BE NOTIFIED AT DESTINATION OF THE LOSS OR DAMAGE ORALLY WITHIN FORTY-EIGHT (48) HOURS AFTER DELIVERY IF THE SHIPMENT IS PERISHABLE AND IN WRITING WITHIN 14 DAYS IF NON-PERISHABLE.

IF THE RECEIVER ACCEPTS YOUR SHIPMENT WITHOUT NOTING ANY DAMAGE OR LOSS ON THE DELIVERY RECORD, WE WILL ASSUME THAT THE SHIPMENT WAS DELIVERED IN GOOD CONDITION. ORIGINAL SHIPPING CARTONS AND PACKING MUST BE MADE AVAILABLE FOR INSPECTION.

WE WILL NOT PAY ANY CLAIMS UNTIL THE TRANSPORTATION CHARGES HAVE BEEN PAID. YOU MAY NOT DEDUCT THE AMOUNT OF THE CLAIM FROM THOSE CHARGES.

LEGAL ACTION TO ENFORCE A CLAIM MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM HAS BEEN DENIED, IN WHOLE OR PART, BY US.

### RIGHT TO INSPECTION

WE MAY, AT OUR OPTION, OPEN AND INSPECT ANY SHIPMENT FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, VERIFICATION OF CONTENTS PRIOR TO OR AFTER ACCEPTANCE OF THE SHIPMENT FOR TRANSPORTATION.

### C.O.D. SERVICES

ALL TRANSPORTATION CHARGES AND THE C.O.D. SERVICE FEE MUST BE PAID BY YOU. WE WILL COLLECT THE C.O.D. AMOUNT IN ANY FORM CHOSEN BY THE RECEIVER, INCLUDING A PERSONAL CHECK. OUR SOLE RESPONSIBILITY SHALL BE TO FORWARD THE PAYMENT TO YOU.

### RESPONSIBILITY FOR PAYMENT

EVEN IF DIFFERENT PAYMENT INSTRUCTIONS ARE GIVEN, YOU WILL ALWAYS BE PRIMARILY RESPONSIBLE FOR ALL TRANSPORTATION CHARGES AS WELL AS CHARGES INCURRED FOR RETURNING OR STORAGE OF YOUR SHIPMENT PENDING DISPOSITION.

### QUALIFIED ACCEPTANCE

WE RESERVE THE RIGHT TO REJECT YOUR SHIPMENT AFTER ACCEPTANCE AND PRIOR TO PERFORMANCE OF ANY PART OF THE TRANSPORTATION SERVICES. WHEN SUCH SHIPMENT MIGHT CAUSE DAMAGE OR DELAY TO OTHER SHIPMENTS, EQUIPMENT OR PERSONNEL, THIS WILL ALSO APPLY IF THE TRANSPORTATION OF YOUR SHIPMENT IS PROHIBITED BY LAW OR IS IN VIOLATION OF ANY RULES CONTAINED IN THIS AIRBILL OR OUR TARIFFS.

### WEIGHTS AND CORRECTIONS

TRANSPORTATION CHARGES FOR THIS SHIPMENT ARE BASED ON THE GREATER OF THE ACTUAL OR DIMENSIONAL WEIGHT. WE MAY REWEIGH OR MEASURE ANY SHIPMENT AT ANY TIME AND MAKE APPROPRIATE CORRECTIONS ON SHIPPING AND BILLING DOCUMENTS.

### UNACCEPTABLE GOODS

WE WILL NOT ACCEPT THE FOLLOWING ARTICLES FOR TRANSPORTATION: (1) ART WORKS, BONDS, COINS OF ANY KIND, CURRENCY, FURS IN ANY FORM, GEMS OR STONES (CUT OR UNCUT), INDUSTRIAL DIAMONDS, PRECIOUS METALS OF ANY TYPE OR FORM; (2) WATCHES AND PARTS THEREOF OR TIME SENSITIVE WRITTEN MATERIAL (E.G. BIDS, CONTRACT PROPOSALS) WHEN THE DECLARED VALUE EXCEEDS \$9.07 PER POUND; (3) NEGOTIABLE SECURITIES AND PROCESSED FILM WHEN THE VALUE EXCEEDS \$500; AND (4) ANY OTHER ARTICLE LISTED AS UNACCEPTABLE IN OUR TARIFFS OR SERVICE GUIDE.

WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, DELAY, LIABILITY OR PENALTIES RESULTING FROM TRANSPORTING SUCH ARTICLES, HOWEVER DESCRIBED OR MISDESCRIBED ON THIS AIRBILL. FURTHERMORE, NONE OF OUR EMPLOYEES OR AGENTS HAS ANY AUTHORITY TO ACCEPT SUCH ARTICLES FOR TRANSPORTATION OR TO MODIFY OR WAIVE THE LIMITATIONS APPLICABLE TO THEM.

### SURFACE TRANSPORTATION

THIS SHIPMENT MAY BE TRANSPORTED UNDER THE SURFACE FREIGHT FORWARDING AUTHORITY OF AIRBORNE FORWARDING CORPORATION, A WHOLLY-OWNED SUBSIDIARY OF AIRBORNE FREIGHT CORPORATION.

### INTERNATIONAL SHIPMENTS

THIS AIRBILL IS NOT INTENDED FOR INTERNATIONAL SHIPMENTS. HOWEVER, IF YOU INADVERTENTLY USE THIS AIRBILL FOR SUCH A SHIPMENT, THIS AIRBILL WILL BE CONSIDERED TO BE A SHIPPER'S LETTER OF INSTRUCTION AND THE SHIPMENT WILL BE SUBJECT TO INTERNATIONAL RULES AND LIABILITY UNDER THE WARSAW CONVENTION.

IN CERTAIN LIMITED CIRCUMSTANCES WE MAY ACT AS AN AGENT OF THE CARRIER, IN WHICH CASE THE DIRECT CARRIER'S TARIFFS SHALL APPLY.

AIRBORNE EXPRESS IS A TRADE NAME AND TRADEMARK OF AIRBORNE FREIGHT CORPORATION.